



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

December 16, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN
SYSTEMS CORPORATION FOR THE MAINTENANCE OF
THE COMPUTER AIDED DISPATCHING SYSTEM
(ALL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X) (CIO Analysis – Attachment A)

SUBJECT

Authorize the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (District) to enter into a multi-year, Sole Source Contract with Northrop Grumman Systems Corporation (NGSC) to provide system maintenance and technical services for the Computer Aided Dispatching (CAD) system. The specialized technical services are required to ensure continuous, uninterrupted CAD system operations, which will directly impact the health and safety of County residents, as well as firefighters.

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Mayor to sign the attached Sole Source CAD Master Maintenance Services Contract (Attachment B) for a maximum term of five years for ongoing maintenance and enhancements of the District's 24/7 emergency response dispatching system. Award the Contract to NGSC for a five-year period from January 1, 2015 through December 31, 2019.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDAL
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Authorize the total maximum contract expenditure for each contract year as follows: 2015 at \$497,022; 2016 at \$510,805; 2017 at \$521,347; 2018 at \$532,414; and 2019 at \$544,035 for a total of \$2,605,623; and authorize the Fire Chief or his designee to execute an annual price adjustment consisting of these maximum expenditures for each year;
3. Authorize the Fire Chief or his designee to suspend and/or terminate the contract, if deemed necessary, in accordance with the District's contract for the CAD Master Maintenance Services; and
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this request is to authorize the continuation of existing professional services to ensure an optimal system and operational environment for the District's 24/7 emergency response dispatching system. The highly specialized services contained in the attached Contract are required, as the District's CAD system is proprietary to NGSC, and they warrant their products to perform at a specified level. Any modification to their software by persons/entities other than their staff or designated subcontractors invalidates the warranty and performance assurances stipulated in the Contract. The existing Contract (No. 77200) for these services will expire on December 31, 2014.

As in previous contracts, this Contract includes annual funding to pay for professional services to maintain the system. The annual contingency budget which was \$200,000 in the previous Contract has been increased to \$300,000 per year. The contingency budget is needed to cover hardware and software upgrades which are anticipated to be more costly due to the age of the current CAD system and to cover migration costs which will occur when implementing the replacement system.

The District acknowledges the need for a new CAD system and replacement to occur within the term of this five (5)-year contract. To accomplish this goal, the District and the Sheriff's Department have formed a work group to evaluate the potential opportunity of a shared CAD system. The Sheriff's Department's Request for Proposal (RFP) to hire a consultant to develop the CAD RFP is in progress. When the consultant is hired, the work group and the consultant will evaluate the system requirements and shared functionality. If a shared CAD system is the optimal solution, then the consultant will include the District's requirements. If the findings show that the unique requirements of both agencies do not support a shared CAD system, then the District will initiate a separate RFP for the consultant to draft an RFP for the District's new CAD system.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal #1 Operational Effectiveness/Fiscal Sustainability. The service is to provide system maintenance and specialized technical services for the District's 24/7 emergency response dispatching system.

FISCAL IMPACT/FINANCING

Sufficient funding is available in the District's Fiscal Year (FY) 2014-15 Budget. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Health and Safety Code 13861 authorizes the District to approve this Contract for specialized services.

The Contract has been reviewed and approved as to form by County Counsel and properly executed by NGSC. The Chief Information Officer reviewed this request and concurs with the recommended actions (CIO Analysis – Attachment A).

In 1987, as a result of a competitive bid process, the Board of Supervisors approved a \$25.6 million, four-year project for the design and implementation of a Fire Command and Control system. The contract was awarded to PRC Public Management Services, Inc., formerly known as Northrop Grumman Information Technology, Inc. (NGIT), and is now known as NGSC. The CAD system, implemented in 1991, was a major component of that contract.

Since the initial implementation in 1991, NGSC has successfully maintained and supported the District's CAD system. The first Maintenance Agreement (No. 65794) was a five-year agreement for \$2.8 million approved by your Board on January 28, 1992. The second Agreement (No. 70908) was a five-year agreement with an optional six-year extension for \$2.2 million was approved on July 29, 1997. The third Agreement (No. 74469) for \$2.178 million approved on May 27, 2003, was also a five-year agreement with the optional six years extension of the agreement through June 30, 2009.

On June 16, 2009, your Board approved an extension of Contract No. 74469 for an additional six-month period to enable the completion of a newly negotiated contract between the District and NGSC. On December 8, 2009, your Board approved the fourth Agreement (No. 77200) for \$2.3 million, which extends the Contract to December 31, 2014. The District requests the new Contract be approved in order to ensure a continuation of services.

ENVIRONMENTAL DOCUMENTATION

The services provided through this Contract will not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District notified your Board of our intent to proceed with negotiating the Sole Source Contract on April 4, 2014. This Contract is a continuation of the CAD system maintenance and technical services to the District since 1987. Because of this long-term relationship with the District and NGSC's intimate knowledge of the District's CAD system, soliciting proposals and qualification statements would not be cost-beneficial to the District. In addition, we have provided the Sole Source Checklist (Attachment C) approved by the Chief Executive Office (CEO) detailing our justification for use of a Sole Source Contract in accordance with Board Policy 5.100, Sole Source Contracts.

The County's standard contract terms and conditions were aggressively negotiated by the District with assistance from CEO Risk Management and County Counsel. In the following instance, NGSC did not completely accept the County's terms and, therefore, the alternative language was negotiated as indicated.

1. **Contract Sum Section 5.3:** NGSC insisted the existing contract language in this provision be amended to include the following: *However, the Contractor may assign or transfer any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the District to another of its U.S. corporate affiliates so long as sufficient assets, personnel, and other resources necessary to perform the obligations hereunder remain available.*
2. **Approval of Contractor's Staff Section 7.2:** NGSC insisted the existing contract language in this provision be amended to include the following: *Contractor shall give consideration to the District's opinion concerning placement of all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.*
3. **Background and Security Investigations Section 7.4:** NGSC insisted the existing contract language in this provision be amended to include the following: *Section 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of the District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. Section 7.4.2 If a member of Contractor's staff does not pass the background investigation, the District may request the member of Contractor's staff be immediately removed from*

performing services under the Contract at any time during the term of the Contract. To the fullest extent of the law, the District will provide to Contractor or to Contractor's staff, any information obtained through the District's background investigation.

4. **Confidentiality Section 7.5.2:** NGSC insisted the existing Contract language in this provision be amended to include the following: *Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld.*
5. **Amendments Section 8.1.2:** NGSC insisted the existing Contract language in this provision be amended to include the following: *The District's Board of Supervisors or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer, upon the mutual agreement of the Contractor and the District. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by the District's Fire Chief, or his/her designee, and the Contracts Manager of Contractor.*
6. **Amendments Section 8.1.3:** *This language was deleted in its entirety since there are no extension options included in this Contract.*
7. **Assignment and Delegation Section 8.2.1:** NGSC insisted that the existing contract language in this provision be amended as follows: *Nothing herein shall restrict the right of the Contractor to assign its rights and duties under this Contract in connection with any corporate sale, merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.*
8. **Assignment Section 8.2.2:** NGSC insisted the existing Contract language in this provision be amended to include the following: *Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.*

9. **Assignment and Delegation:** NGSC insisted this provision be deleted from the Contract in its entirety as they do not believe it is practical to notify or receive permission from the District regarding the assignment and/or delegation.
10. **Budget Reductions Section 8.4:** NGSC insisted the existing contract language in this provision be amended to include the following: *In the event that the District's Board of Supervisors adopt, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall not be obligated to accept less than the contract price set forth herein for the period of performance as stated. Any reduction in funding for this work shall act as a termination for convenience, proportionately reducing the period of performance in which Contractor is obligated to perform.*
11. **Compliance with Applicable Law Section 8.6.2:** NGSC insisted the existing contract language in this provision be amended to include the following: *Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval, which shall not be unreasonably withheld.*
12. **Indemnification Section 8.23:** NGSC insisted the existing contract language in this provision be amended as follows: *The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability,*

including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the Contractor's negligent performance fault, acts errors or omissions under this Contract. Contractor shall not be obligated to indemnify the County for such loss or damage arising from the negligence or willful misconduct of the County Indemnitees.

13. **Insurance Section 8.24.1:** NGSC insisted the existing Contract language in this provision be amended as follows: *Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates.*
14. **Cancellation of or Change in Insurance Section 8.24.3:** NGSC insisted the existing Contract language in this provision be amended as follows: *Contractor shall endeavor to provide District with written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. Contractor shall endeavor to provide written notice to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.*
15. **Damages:** NGSC insisted this provision be deleted from the Contract in its entirety.
16. **Notices Section 8.33:** NGSC insisted the existing Contract language in this provision be amended as follows: *All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand-delivered, delivered by courier service with signed receipt, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - District's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.*
17. **Record Retention and Inspection/Audit Settlement Section 8.37:** NGSC insisted the existing contract language in this provision be amended as follows: *The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any*

such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

18. **Subcontracting Section 8.39.2:** NGSC insisted the existing Contract language in this provision be amended as follows: *If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:*
 - *A description of the work to be performed by the Subcontractor; and*
 - *Other pertinent information and/or certifications requested by the District.*
19. **Subcontracting Section 8.39.5:** NGSC insisted the existing contract language in this provision be amended as follows: *NGSC insisted this provision be deleted from the contract in its entirety, as they do not believe it is practical to notify or receive permission from the District regarding personnel including Subcontractor.*
20. **Subcontracting Section 8.39.6:** NGSC insisted the existing Contract language in this provision be amended as follows: *The District's Contract Director is authorized to act for and on behalf of the District with respect to approval of any subcontract.*
21. **Termination for Convenience Section 8.41.2:** NGSC insisted the existing Contract language in this provision be amended as follows: *After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall stop work under this Contract on the date and to the extent specified in such notice.*
22. **Termination for Default Section 8.42.1:** NGSC insisted the existing contract language in this provision be amended as follows: *Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.*

Although the above Contract provisions depart from the County's standard provisions, they represent the best position that could be obtained by the District. This Contract is submitted to your Board for approval with the District's belief that they are commercially reasonable and represent a nominal risk position for the District given the District's need for these services. The nature of this Contract is to provide maintenance and services that are necessary and essential to the District's CAD system.

It is recommended that your Board approve this Contract with the identified exceptions that were negotiated, based upon the identified business and operational needs for this contract. Costs for the term of this Contract were included in the NGSC's proposal through their price sheet (Attachment D).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Contract will have a direct and immediate impact on the District's CAD system, which ties directly to the County's CAD emergency call system. Any changes in Contractors could adversely affect the District's ability to respond to emergency calls and have a negative impact on the health and safety of County residents and firefighters.

CONCLUSION

Upon execution by your Board, the District requests that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275 when the documents become available.

Respectfully submitted,


DARYL L. OSBY, FIRE CHIEF

Reviewed by:


RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

DLO:lg

Attachments

c: Chief Executive Officer
Chief Information Officer
County Counsel



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

| | |
|----------|----------|
| NUMBER: | DATE: |
| CA 14-27 | 11/06/14 |

SUBJECT:

APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION FOR THE MAINTENANCE OF THE COMPUTER AIDED DISPATCHING SYSTEM

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☒ Sole Source
☐ Amendment to Contract #: ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software ☒ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Daryl L. Osby, Fire Chief

Description: Approve a contract with Northrop Grumman Systems Corporation (NGSC) for continued maintenance and support of the Computer Aided Dispatching (CAD) System.

Contract Amount: \$2,605,623

Funding Source: Consolidated Fire Protection District of Los Angeles County Fiscal Year (FY) 2014-15 Budget

☒ Legislative or Regulatory Mandate

***Strategic and
Business Analysis***

PROJECT GOALS AND OBJECTIVES:

This Contract will enable the Consolidated Fire Protection District of Los Angeles County (District) to continue receiving maintenance services and support for the CAD System for five additional years.

BUSINESS DRIVERS:

The CAD System is part of the Mobile Digital Communications System (MDCS), which is the lifeline for dispatching and handling calls-for-service, including 911 for the District. Emergency and routine calls are managed by the CAD System for all of Los Angeles County areas, on a 24/7 basis.

The original CAD System was developed through a competitive bid process in 1987. The vendor, PRC Public Management Services, Inc., formerly known as Northrup Grumman Information Technology Inc. (NGIT), and is now known as Northrup Grumman Systems Corporation (NGSC), began a four-year development-implementation process which was successfully implemented and operational in 1991. The first Maintenance Contract was executed in 1992. The support, enhancements, and maintenance were performed by PRC Public management Services, Inc. and then by NGSC. NGSC has the intricate knowledge to maintain and support the proprietary CAD System software, and any unauthorized system maintenance will void the warranty; therefore, all maintenance must be conducted by NGSC.

In March 2014, a Notification of Intent to enter into negotiations for a Sole Source Agreement was sent to your Board.

PROJECT ORGANIZATION:

The District will have a Fire Operations Chief as its Project Manager receiving support from the Information Management Division.

PERFORMANCE METRICS:

The Contract includes a Service Level Agreement, which identifies performance metrics based on 24/7 services and support requirements.

STRATEGIC AND BUSINESS ALIGNMENT:



The services to be provided by the proposed Contract support the County's Strategic Plan, Goal 1, Operational Effectiveness, by ensuring that service delivery systems are efficient, effective, and goal-oriented.

PROJECT APPROACH:

NGSC is uniquely qualified to provide maintenance and support services based on their knowledge for this proprietary system. With this expertise, the District will continue to receive application patches, updates, and modifications in uninterrupted support of its CAD System.

With the Contract in place for the additional support years, the District will continue to explore the industry for new technology with more capabilities as it moves forward with defining requirements for a new CAD System.

| | |
|---------------------------|--|
| | <p>ALTERNATIVES ANALYZED:</p> <p>The District understands there is a need for a new CAD System, and a replacement is planned to occur within the term of this Contract. An alternative being reviewed is to form a work group with the Sheriff's Department (LASD) to evaluate the potential opportunity of a shared CAD System. LASD issued a Request for Proposal (RFP) to hire a consultant to develop a CAD RFP. The joint Fire-LASD work group and the consultant will compare the System requirements and consider a shared functional system. If a shared CAD System is deemed not to be an optimal solution, the District will initiate a separate RFP for their new CAD System.</p> |
| Technical Analysis | <p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>CAD is a highly complex, custom built system that interfaces with vehicular-based mobile digital terminals and mobile computers. The application utilizes a message switching system that supports transaction processing. This application is tightly integrated with the Non-Stop operating system software and the transaction processing software written in Macro 32.</p> <p>The System has multiple levels of fallback to ensure system availability which maintains an availability rate of over 99 percent, including downtime for routine maintenance. The central computer contains a copy of the entire database with a hot failover back-up server.</p> |
| Financial Analysis | <p>BUDGET:</p> <p>Contract costs</p> <p>Maintenance Services Year 1 - \$ 497,022 Year 2 - \$ 510,805 Year 3 - \$ 521,347 Year 4 - \$ 532,414 Year 5 - \$ 544,035</p> <p>Total Maintenance/Contract Cost \$2,605,623</p> <p>Total costs from 1987-2014 :</p> <p>Hardware..... \$ 9,098,000 Software \$ 9,334,000 Services \$ 14,500,000 ** County staff (existing) <u>\$ 7,400,000</u> Sub-total Costs from 1987-2014 \$ 40,332,000</p> <p>** County staff:</p> <p>1 Computer Operator Specialist 1 Information Support Analyst 1 Senior Operating Systems Analyst .15 IT Manager I</p> |

| | |
|----------------------|--|
| Risk Analysis | RISK MITIGATION: There is minimal risk, since the application is managed by the vendor. The implementation of a new system is approximately four years away. The Chief Information Security Officer (CISO) reviewed the Contract and did not identify any security risks or issues. |
| CIO Approval | PREPARED BY:  _____ Fred Nazarbegian, Sr. Associate CIO 11-26-14 _____ Date APPROVED:  _____ Richard Sanchez, County Chief Information Officer 11-26-14 _____ Date |

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

Contract # _____



CONTRACT

**BY AND BETWEEN
CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

AND

NORTHROP GRUMMAN SYSTEMS CORPORATION

FOR

**COMPUTER AIDED DISPATCH
MASTER MAINTENANCE SERVICES**

| | |
|--|-----------|
| RECITALS | 1 |
| 1.0 APPLICABLE DOCUMENTS..... | 2 |
| 2.0 DEFINITIONS..... | 3 |
| 3.0 STATEMENT OF WORK | 5 |
| 4.0 TERM OF CONTRACT | 5 |
| 5.0 CONTRACT SUM | 6 |
| 6.0 ADMINISTRATION OF CONTRACT- DISTRICT..... | 9 |
| 6.1 DISTRICT'S CONTRACT DIRECTOR..... | 9 |
| 6.2 DISTRICT'S CONTRACT ADMINISTRATOR..... | 9 |
| 6.3 DISTRICT'S CONTRACT PROJECT MANAGER | 9 |
| 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR..... | 10 |
| 7.1 CONTRACTOR'S PROJECT MANAGER..... | 10 |
| 7.2 APPROVAL OF CONTRACTOR'S STAFF | 10 |
| 7.3 CONTRACTOR'S STAFF IDENTIFICATION..... | 10 |
| 7.4 BACKGROUND AND SECURITY INVESTIGATIONS..... | 10 |
| 7.5 CONFIDENTIALITY | 11 |
| 8.0 STANDARD TERMS AND CONDITIONS..... | 12 |
| 8.1 AMENDMENTS | 12 |
| 8.2 ASSIGNMENT AND DELEGATION..... | 13 |
| 8.3 AUTHORIZATION WARRANTY | 13 |
| 8.4 BUDGET REDUCTIONS | 13 |
| 8.5 COMPLAINTS | 14 |
| 8.6 COMPLIANCE WITH APPLICABLE LAW | 14 |
| 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS | 15 |
| 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 16 |
| 8.9 CONFLICT OF INTEREST | 17 |
| 8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 18 |
| 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS..... | 17 |
| 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT | 19 |
| 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 21 |

| | | |
|------|---|----|
| 8.14 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM..... | 22 |
| 8.15 | DISTRICT'S QUALITY ASSURANCE PLAN | 22 |
| 8.16 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 23 |
| 8.17 | EMPLOYMENT ELIGIBILITY VERIFICATION..... | 23 |
| 8.18 | FACSIMILE REPRESENTATIONS..... | 23 |
| 8.19 | FAIR LABOR STANDARDS | 24 |
| 8.20 | FORCE MAJEURE | 24 |
| 8.21 | GOVERNING LAW, JURISDICTION, AND VENUE | 25 |
| 8.22 | INDEPENDENT CONTRACTOR STATUS..... | 25 |
| 8.23 | INDEMNIFICATION..... | 26 |
| 8.24 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 26 |
| 8.25 | INSURANCE COVERAGE | 30 |
| 8.26 | MOST FAVORED PUBLIC ENTITY | 32 |
| 8.27 | NONDISCRIMINATION AND AFFIRMATIVE ACTION..... | 32 |
| 8.28 | NON EXCLUSIVITY..... | 33 |
| 8.29 | NOTICE OF DELAYS | 33 |
| 8.30 | NOTICE OF DISPUTES | 34 |
| 8.31 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 34 |
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW..... | 34 |
| 8.33 | NOTICES..... | 34 |
| 8.34 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 34 |
| 8.35 | PUBLIC RECORDS ACT | 35 |
| 8.36 | PUBLICITY | 35 |
| 8.37 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT..... | 36 |
| 8.38 | RECYCLED BOND PAPER..... | 37 |
| 8.39 | SUBCONTRACTING | 37 |
| 8.40 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM..... | 38 |
| 8.41 | TERMINATION FOR CONVENIENCE | 39 |
| 8.42 | TERMINATION FOR DEFAULT | 39 |
| 8.43 | TERMINATION FOR IMPROPER CONSIDERATION..... | 41 |

| | | |
|------------|--|-----------|
| 8.44 | TERMINATION FOR INSOLVENCY..... | 41 |
| 8.45 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 42 |
| 8.46 | TERMINATION FOR NON-APPROPRIATION OF FUNDS..... | 42 |
| 8.47 | VALIDITY..... | 42 |
| 8.48 | WAIVER..... | 43 |
| 8.49 | WARRANTY AGAINST CONTINGENT FEES..... | 43 |
| 8.50 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 43 |
| 8.51 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| 8.52 | TIME OFF FOR VOTING..... | 44 |
| 9.0 | UNIQUE TERMS AND CONDITIONS..... | 44 |
| 9.1 | LOCAL SMALL BUSINESS ENTERPRISE(SBE) PREFERENCE PROGRAM | 44 |
| 9.2 | PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION..... | 45 |
| | SIGNATURES | 47 |

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C CONTRACTOR'S EEO CERTIFICATION
- D DISTRICT'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
FI-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY &
COPYRIGHT ASSIGNMENT AGREEMENT

F2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

F3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT.
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

COMPUTER AIDED DISPATCH MASTER MAINTENANCE SERVICES

This Contract and Computer Aided Dispatch Master Maintenance Services and Exhibits made and entered into this 16th day of December, 2014 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Northrop Grumman Systems Corporation, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the District currently operates the Fire Command and Control Center with highly technical computer systems (hereinafter "SYSTEMS") requiring 24-hour services and maintenance to assure public safety; and

WHEREAS, CONTRACTOR is uniquely qualified to service and maintain these systems because they designed and installed the existing software and hardware utilized by the District; and

WHEREAS, the District in accordance with Government Code Section 31000 and Health and Safety Code 13861, may enter into contracts for specialized services; and

WHEREAS, it is neither practical nor economical for the District to maintain a sufficient number of permanent professional staff to meet peak demands for such services as they occur and CONTRACTOR is well qualified to perform such services; and

WHEREAS, the CONTRACTOR for the consideration hereinafter set forth, hereby agrees to furnish these Computer Aided Dispatch (Hereinafter "CAD") software

and hardware maintenance services and technical support, as directed by the DISTRICT; and

WHEREAS, the Contract and all exhibits are all attached hereto and incorporated herein by this reference, and agreed to be the DISTRICT and CONTRACTOR to constitute the CONTRACT documents; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the DISTRICT and CONTRACTOR agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

STANDARD EXHIBITS

- 1.1 EXHIBIT A - STATEMENT OF WORK
- 1.2 EXHIBIT B - PRICING SCHEDULE
- 1.3 EXHIBIT C - CONTRACTOR'S EEO CERTIFICATION
- 1.4 EXHIBIT D - DISTRICT'S ADMINISTRATION
- 1.5 EXHIBIT E - CONTRACTOR'S ADMINISTRATION
- 1.6 EXHIBIT F - FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- 1.7 EXHIBIT G - JURY SERVICE ORDINANCE
- 1.8 EXHIBIT H - SAFELY SURRENDERED BABY LAW

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **ANNIVERSARY DATE:** January 1, has been designated as the Anniversary date for this Contract.
- 2.2 **AUDITOR-CONTROLLER:** The department within the County of Los Angeles that is responsible for auditing business operations and paying debts.
- 2.3 **BOARD OF SUPERVISORS:** The Board of Supervisors of the County of Los Angeles, acting as governing body, having the legal authority to negotiate and sign contracts for the subject DISTRICT.
- 2.4 **CALENDAR YEAR:** The 12 month period starting January 1 and ending December 31st.
- 2.5 **CAD:** The Computer Aided Dispatch System (CAD) developed by NORTHOP GRUMMAN PUBLIC SAFETY, INC., and utilized by the CONSOLIDATED FIR PROTECTION DISTRICT.
- 2.6 **CONTRACT:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.7 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.8 **CONTRACTOR PROJECT DIRECTOR:** The person responsible for the Contractor's performance under the Contract and ensuring the Contractor's compliance with the Contract.
- 2.9 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.10 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

- 2.11 **DISTICT CONTRACT ADMINISTRATOR:** Person designated by District Project Director to manager the operations under this Contract.
- 2.12 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.13 **DAY(S):** Calendar day(s) unless otherwise specified.
- 2.14 **DISTRICT RECORDS SYSTEMS:** Currently and future DISTRICT developed system, developed under DISTRICT'S directions per DISTRICT'S specifications, but which do not contain any NORTHROP GRUMMAN INFORMATION TECHNOLOGY,INC., proprietary software code. Current systems are known as Electronic Timekeeping, Training and Certification Tracking (TACT) and USAR Deployment.
- 2.15 **FIRE CHIEF:** The Fire Chief of the Consolidated Fire Protection District of Los Angeles County or his authorized representative (s). i.e., Chief Deputy.
- 2.16 **FIRE DEPARTMENT:** The Consolidated Fire Protection District of Los Angeles County is responsible for administration of the contract, Located at 5815 Rickenbacker Road, Commerce, California, 90040.
- 2.17 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.18 **NORTHROP GRUMMAN SYSTEMS CORPORATION:** a corporation responsible for the development and installation of the Consolidated Fire Protection District's CAD/FIRs Systems. NORTHROP GRUMMAN SYSTEMS CORPORATION operating through its Civil Division, located at 7555 Coplshire Drive, McLean, Virginia 22012.
- 2.19 **SITE:** The Consolidated Fire Protection District's Fire Command and Control Facility at 1320 N. Eastern Ave., Los Angeles, CA 90063.
- 2.20 **SOFTWARE SYSTEM:** The CAD System developed by and owned by NORTHROP GRUMMAN SYSTEMS CORPORATION licensed to and utilized by the District.

3.0 STATEMENT OF WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of work – Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of five (5) years commencing after execution by County's Board of Supervisors, and remaining in effect for five years after January 1, 2015 Anniversary date or until December 31, 2019 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.3 The Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit D - District's Administration.

5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for CAD Master Maintenance Services shall not exceed \$2,605,623 million aggregate for five (5) years.
- 5.2 The Contractor shall notify the District 90 day prior to the end of the contract year of any future price reduction or increase based upon the renewal quote provided by the Contractor.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval. However, the Contractor

may assign or transfer any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the District to another of its U.S. corporate affiliates so long as sufficient assets, personnel, and other resources necessary to perform the obligations hereunder remain available.

- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit D - District's Administration.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheets, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheets.

- 5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.
- 5.6.5 Payment to Contractor for Maintenance Services as set forth in the Statement of Work shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Payment for all work other than Maintenance Services shall be made in accordance with the Milestone Payment Schedule for the work, as set for in the Statement of work. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidate Fire Protection District of Los Angeles County
Financial Management Division – Expenditure Management
P.O. Box 910901
Commerce, CA 90091-0901**

Contractor shall also send one (1) copy of the invoice to the District representative authorizing the Services, which shall review and approved all invoices of payment. A copy shall be mailed or faxed to:

**Consolidate Fire Protection District of Los Angeles County
Attn: Rob Sawyer, Chief
Information Management Division
5815 Rickenbacker Road
Commerce, CA 90040**

5.6.6 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's Contract Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly invoices by the District. To assist the District in

making timely payment for services provided hereunder, Contractor's invoice shall contain the following:

- (1) Contract number
- (2) Date of Services
- (3) A breakdown of labor hours, hourly rate and materials cost as separate items, (itemized listing of services covered for each invoices) e.g., Labor: 3 test @ \$30/per test = \$90.00.

This detail is required when job price is quoted as time and material at the beginning of any individual work item.

- (4) Fixed fees (e.g., any flat rate job) authorized by the District's Contract Project Manager or authorized designee.
- (5) Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the order and will result in non-payment.

5.7 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can

show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

Listings of all District Administration referenced in the following sub-paragraphs are designated in Exhibit D - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Contract Director

The responsibilities of the District's Contract Director include:

- ensuring that the objectives of this Contract are met; and
- making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1 Amendments; and
- Providing direction to the Contractor in the areas relating to District policy, information requirements, and procedural requirements.

6.3 District's Contract Project Manager

The responsibilities of the District's Project Manager include:

- The District's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract
- meeting with the Contract Project Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

Contractor shall give consideration to the District's opinion concerning placement of all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of the District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, the District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The District will provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.4.3 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, District shall be entitled to

retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1. or

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreements", Exhibit G2.

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the District's Fire Chief or his/her designee.

8.1.2 The District's Board of Supervisors or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer, upon the mutual agreement of the Contractor and the District. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by

the District's Fire Chief, or his/her designee, and the Contracts Manager of Contractor.

- 8.1.3 The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions, except that such time extension shall include an equitable adjustment in compensation to contractor. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Nothing herein shall restrict the right of the Contractor to assign its rights and duties under this Contract in connection with any corporate sale, merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. .

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the District's Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in

payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall not be obligated to accept less than the contract price set forth herein for the period of performance as stated. Any reduction in funding for this work shall act as a termination for convenience proportionately reducing the period of performance in which Contractor is obligated to perform.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Contract Project Manager of the status of the investigation within twenty (20) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the District's Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, District shall be entitled to retain its own counsel, including, without limitation, District Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval, which shall not be unreasonably withheld.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Appendix D, Exhibit 8 - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to

perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation,

of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract and whom the District has made known to Contractor.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County

employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the District's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the District.

8.12.3 Non-responsible Contractor

The County or District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in

writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where

(1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings,

or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile)

transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the

damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the Contractor's negligent performance fault, acts errors or omissions under this Contract. Contractor shall not be obligated to indemnify the County for such loss or damage arising from the negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an

authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Consolidated Fire Protection District of Los Angeles
County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001**

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or District.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of

Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall endeavor provide District with written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. Contractor shall endeavor to provide written notice to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against District under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. The District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the District, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related

claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The District and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the District.

8.27.7 If the District finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District's Contract Administrator and/or District's Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Contract Administrator or District's Contract Director is not able to resolve the dispute, the District, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered, delivered by courier service, with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - District's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or

persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Negotiation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Contract Director. The District shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor; and

- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.39.5 Intentional Omitted

8.39.6 The District's Contract Director is authorized to act for and on behalf of the District with respect to approval of any subcontract.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Consolidated Fire Protection District of Los Angeles County
Material Management Division/ Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001**

before any Subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall

constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention AND Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Contract Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in

either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

- 8.42.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.42.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default

was excusable under the provisions of sub-paragraph 8.42, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

- 8.42.5 The rights and remedies of the District provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.43.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due,

whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the District provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the District's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that District has established a goal of ensuring that all individuals and businesses that benefit financially from District through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon District and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to the District under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.1.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the

term of this Contract, any and all such working papers and all information contained therein.

- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-District entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5 Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.2.3 or for any disclosure which the District is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.2 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.2.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or

unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

NORTHROP GRUMMAN SYSTEMS
CORPORATION

By John Kouri
Name

CONTRACTS MANAGER
Title



CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By Mike Antonovich
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

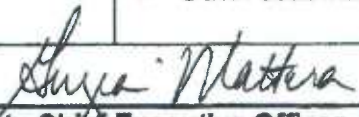
By [Signature]
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 DEC 16 2014

[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

SOLE SOURCE CHECKLIST

| Check (✓) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i> |
|--|---|
| ✓ | ➤ Only one bona fide source for the service exists; performance and price competition are not available. ➤ Proprietary letter from the vendor on the vendor's letter head has been requested. |
| ✓ | ➤ Quick action is required (emergency situation). ➤ Contract expires 12/31/14. Not an emergency situation right now but could be if delayed. |
| | ➤ Proposals have been solicited but no satisfactory proposals were received. |
| ✓ | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. ➤ The ongoing maintenance tasks for CAD and the Records Systems applications, such as Electronic Timekeeping, are needed monthly. Technical support may be required after 2014 to complete the export of time records to Time! (this is a joint Fire & Auditor project). |
| ✓ | ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. ➤ The hardware housing the CAD and Records Systems applications is maintained, under warranty and serviced by the vendor. Refer to Attachment "2014 list of hardware components". |
| ✓ | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract. ➤ From the Fire Department's experience it is more cost effective and to the public's benefit to continue to obtain maintenance services for both hardware and software using the existing vendor, Northrop Grumman and/or their authorized representatives. |
| ✓ | ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc. ➤ It is in the best interest of the County and for public safety to continue receiving technical services for both hardware and software from the current vendor Northrop Grumman. The current CAD program code is proprietary to Northrop Grumman. |
| | ➤ Other reason. Please explain: |
|  Deputy Chief Executive Officer, CEO | 3/12/14 Date |

**Consolidated Fire Protection District of Los Angeles County (District)
CAD MASTER MAINTENANCE CONTRACT**

PRICING SHEET

Business Name Northrop Grumman Systems Corporation

Address 7555 Colshire Drive

City McLean State VA Zip 22102

Contact Name John Kouri

Phone # 703-556-1351 Fax # 703-556-1660

24-Hour Contact Yes Toll Free # 800-421-7773

Business Days & Hours Monday – Friday 8:30 – 5:30

WEBVEN Vendor # (REQUIRED): _____
REGISTER AT http://lacounty.info/doing_business/main_db.htm

Note: Your pricing shall also be reflected on your invoice.

| <u>Positions:</u> | <u>Per Hour Labor Rate:</u> |
|-----------------------------------|--------------------------------|
| <u>Senior Computer Analyst</u> | <u>\$180.94/hr</u> |
| <u>Senior Engineer</u> | <u>\$172.88/hr</u> |
| <u>Database Administrator</u> | <u>\$242.02/hr</u> |
| <u>Principal Computer Analyst</u> | <u>\$231.65/hr</u> |
| <u>Project Manager</u> | <u>\$230.50/hr</u> |
| <u>Additional costs:</u> | <u>Attach following sheet.</u> |

Mileage for all off site locations will be reimbursed based on County of Los Angeles base rate. Mileage should be identified as a separate line item. Please call Financial Management Division at (323) 838-2232 at the beginning of the Fiscal Year (July) to obtain the new mileage base rate.

John Kouri

Print Name

Signature

Contracts Manager

Title (must be corporate officer, partner, or sole proprietor)

Date

9/3/2014

Los Angeles County Fire Department - Section 2
ITEM A

| Item # | Model | sh | DESCRIPTION | Service Level | Type of Service | Qty | Start Date | End Date | Period 1 Period 2 Period 3 Period 4 Period 5 | | | | |
|------------------------------|-------------|------------|-----------------------------|---------------|-----------------|-----|------------|----------|--|-------------------|-------------------|-------------------|-------------------|
| | | | | | | | | | 1/1/15 - 12/31/15 | 1/1/16 - 12/31/16 | 1/1/17 - 12/31/17 | 1/1/18 - 12/31/18 | 1/1/19 - 12/31/19 |
| 11.000 | DY-68DAA-BA | AY34101711 | ES45 68/1000 M2 1GB OVMS | HP | 24h * 7 days | 1 | 10/1/2006 | * | \$4,134 | \$4,341 | \$4,558 | \$4,786 | \$5,025 |
| 11.001 | DY-68DAA-BA | AY34101712 | ES45 68/1000 M2 1GB OVMS | HP | 24h * 7 days | 1 | 10/1/2006 | * | \$4,134 | \$4,341 | \$4,558 | \$4,786 | \$5,025 |
| 11.003 | 3R-A3849-AA | | 36GB 15K U320 UNI HDD | HP | 24h * 7 days | 14 | 10/1/2006 | * | \$5,576 | \$5,855 | \$6,147 | \$6,455 | \$6,777 |
| 11.004 | DS-SL13R-AA | | STRGWKRS 4314 RACKABLE JBOD | HP | 24h * 7 days | 1 | 10/1/2006 | * | \$171 | \$179 | \$188 | \$198 | \$207 |
| 11.005 | DS-SE2UP-AA | | POWER SUPPLY, 375 | HP | 24h * 7 days | 1 | 10/1/2006 | * | \$95 | \$100 | \$105 | \$110 | \$115 |
| 11.006 | CCMAB-AA | | PCI MC 2 CONTROLLER | HP | 24h * 7 days | 2 | 10/1/2006 | * | \$1,176 | \$1,235 | \$1,296 | \$1,361 | \$1,429 |
| Hardware Total | | | | | | | | | \$15,286 | \$16,050 | \$16,853 | \$17,696 | \$18,580 |
| 10% NG Discount | | | | | | | | | -\$1,528 | -\$1,605 | -\$1,685 | -\$1,769 | -\$1,858 |
| TOTAL hardware after discou | | | | | | | | | \$13,758 | \$14,445 | \$15,168 | \$15,927 | \$16,722 |
| 11.007 | PN 9403170 | 3105280213 | DSRVW-KC DECServer 732 | Vnetek | 24h * 7 days | 1 | 1/1/2009 | * | \$761 | \$799 | \$839 | \$881 | \$925 |
| 11.008 | PN 9403170 | 3105280209 | DSRVW-KC DECServer 732 | Vnetek | 24h * 7 days | 1 | 1/1/2009 | * | \$761 | \$799 | \$839 | \$881 | \$925 |
| Contr #NA0900008 | | | | | | | | | \$1,522 | \$1,598 | \$1,678 | \$1,762 | \$1,850 |
| DECServer Total | | | | | | | | | \$1,522 | \$1,598 | \$1,678 | \$1,762 | \$1,850 |
| 10% NG Discount | | | | | | | | | -\$153 | -\$163 | -\$167 | -\$176 | -\$185 |
| TOTAL DECServer after discou | | | | | | | | | \$1,370 | \$1,439 | \$1,511 | \$1,586 | \$1,665 |
| 13.000 | QL-09KAE-AA | | DCPS Open-am/VIA License | HP | 24h * 7days | 1 | 10/1/2006 | * | \$152 | \$159 | \$167 | \$176 | \$184 |
| 13.001 | QL-09MAE-AA | | DCPS-Plus V/A License | HP | 24h * 7days | 1 | 10/1/2006 | * | \$76 | \$80 | \$84 | \$88 | \$92 |
| 13.002 | QL-QLXAE-AA | | TCP/IP SVC V/A TRAD LIC | HP | 24h * 7days | 1 | 10/1/2006 | * | \$455 | \$478 | \$502 | \$527 | \$553 |
| 13.003 | QL-5LOAE-AA | | ABS OMT VMS TRAD LIC | HP | 24h * 7days | 1 | 10/1/2006 | * | \$284 | \$298 | \$314 | \$329 | \$346 |
| 13.004 | QL-5LSA9-3B | | ABS CLT WMT 1 CONC LIC | HP | 24h * 7days | 1 | 10/1/2006 | * | \$322 | \$339 | \$355 | \$373 | \$392 |
| 13.005 | QL-5TA9A-2B | | OVMS DS NT VMS PERS 1 LIC | HP | 24h * 7days | 1 | 10/1/2006 | * | \$95 | \$100 | \$105 | \$110 | \$115 |
| 13.006 | QL-MT1AE-67 | | OVMS Alpha ES40 Base LIC | HP | 24h * 7days | 1 | 10/1/2006 | * | \$247 | \$259 | \$272 | \$285 | \$300 |
| 13.007 | QL-MTFAE-AA | | DECnet/OSI ES V/A Lic | HP | 24h * 7days | 1 | 10/1/2006 | * | \$341 | \$358 | \$376 | \$395 | \$415 |
| 13.008 | QL-MV4AE-AA | | DW/MOTIF V/A TRAD LIC | HP | 24h * 7days | 1 | 10/1/2006 | * | \$114 | \$119 | \$125 | \$132 | \$138 |
| 13.013 | QA-5FX8A-A8 | | SW LPOS LIB V/A CDRMNO DOC | HP | 24h * 7days | 1 | 10/1/2006 | * | \$2,807 | \$2,947 | \$3,095 | \$3,249 | \$3,412 |

Los Angeles County Fire Department - Section 2
ITEAM A

| | | | | | | Period 1 | | Period 2 | | Period 3 | | Period 4 | | Period 5 | | |
|--------|-------------|-----|---------------------------|---------|-------------|------------|------|----------|-------|----------|-------------------|-------------|-------------------|-------------|-------------------|-------------|
| Item # | Model | s/n | DESCRIPTION | Service | Type of | Start Date | End | | Cost | | 1/1/16 - 12/31/17 | | 1/1/18 - 12/31/19 | | 1/1/19 - 12/31/19 | |
| | | | | | | | Date | Qty | Level | Service | 24h * 7days | 24h * 7days | 24h * 7days | 24h * 7days | 24h * 7days | 24h * 7days |
| | | | | | | | | | | | | | | | | |
| 13.014 | QL-09KAE-AA | | DCPS Open-am/VIA License | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.015 | QL-09MAE-AA | | DCPS-Plus VIA License | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.016 | QL-OLXAE-AA | | TCPIP SVC VIA TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.017 | QL-5LOAE-AA | | ABS OMT VMS TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.018 | QL-5LSA9-3B | | ABS CLT WNT 1 CONC LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.019 | QL-5TA9A-2B | | OVMS DS NT VMS PERS 1 LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.020 | QL-MT1AE-67 | | OVMS Alpha ES40 Base LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.021 | QL-MTFAE-AA | | DECnet/OSI ES VIA Lic | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 13.022 | QL-MV4AE-AA | | DW MOTIF VIA TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.000 | QL-09KAE-AA | | DCPS Open-am/VIA License | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.001 | QL-09MAE-AA | | DCPS-Plus VIA License | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.002 | QL-OLXAE-AA | | TCPIP SVC VIA TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.003 | QL-5LOAE-AA | | ABS OMT VMS TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.004 | QL-5LSA9-3B | | ABS CLT WNT 1 CONC LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.005 | QL-5TA9A-2B | | OVMS DS NT VMS PERS 1 LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.006 | QL-MT1AE-67 | | OVMS Alpha ES40 Base LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.007 | QL-MTFAE-AA | | DECnet/OSI ES VIA Lic | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.008 | QL-MV4AE-AA | | DW MOTIF VIA TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.013 | QL-09KAE-AA | | DCPS Open-am/VIA License | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.014 | QL-09MAE-AA | | DCPS-Plus VIA License | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.015 | QL-OLXAE-AA | | TCPIP SVC VIA TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.016 | QL-5LOAE-AA | | ABS OMT VMS TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.017 | QL-5LSA9-3B | | ABS CLT WNT 1 CONC LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.018 | QL-5TA9A-2B | | OVMS DS NT VMS PERS 1 LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.019 | QL-MT1AE-67 | | OVMS Alpha ES40 Base LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.020 | QL-MTFAE-AA | | DECnet/OSI ES VIA Lic | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |
| 14.021 | QL-MV4AE-AA | | DW MOTIF VIA TRAD LIC | HP | 24h * 7days | 10/1/2006 | | | | | | | | | | |

Los Angeles County Fire Department - Section 2

ITEM A

| Period 1 | | | | | | | | | | | | | | Period 2 | | Period 3 | | Period 4 | | Period 5 | |
|---|-------------|------------|--|---------------|-----------------|-----|------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------|----------|--|----------|--|----------|--|----------|--|
| Item # | Model | s/n | DESCRIPTION | Service Level | Type of Service | Qty | Start Date | End | Cost | Cost | Cost | Cost | Cost | | | | | | | | |
| | | | | | | | | 1/1/15 - 12/31/15 | 1/1/16 - 12/31/16 | 1/1/16 - 12/31/17 | 1/1/17 - 12/31/18 | 1/1/18 - 12/31/19 | | | | | | | | | |
| | | | | | | | | Date | | | | | | | | | | | | | |
| New HP Software Technical Unlimited Support | | | | | | | | | | | | | | | | | | | | | |
| 17.001 | BA453AC | | HP VMS i64 FOE PCL LTU Max2 Proc w/ Sys | HP | 24h * 7days | 2 | 5/1/2015 | | \$ 974 | \$ 1,535 | \$ 1,611 | \$ 1,692 | \$ 1,777 | | | | | | | | |
| 17.002 | BA412BC | | HP Clusters for VMS i64 License | HP | 24h * 7days | 1 | 11/1/2015 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| 17.003 | BA412BC#221 | | 25M4Core 1-unit PCL LTU | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 92 | \$ 582 | \$ 611 | \$ 642 | \$ 674 | | | | | | | | |
| 17.004 | BA452AC | | HP VMS i64 FOE PCL LTU Max2 Proc w/o Sys | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 61 | \$ 384 | \$ 403 | \$ 423 | \$ 444 | | | | | | | | |
| 17.005 | BA412BC | | HP Clusters for VMS i64 License | HP | 24h * 7days | 1 | 11/1/2015 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| 17.006 | BA412BC#221 | | 25M4Core 1-unit PCL LTU | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 92 | \$ 582 | \$ 611 | \$ 642 | \$ 674 | | | | | | | | |
| 17.007 | BA452AC | | HP VMS i64 FOE PCL LTU Max2 Proc w/o Sys | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 61 | \$ 384 | \$ 403 | \$ 423 | \$ 444 | | | | | | | | |
| New HP Software Updates Service | | | | | | | | | | | | | | | | | | | | | |
| 18.001 | A7173A | P902294709 | HP Dual Channel Ultra320 SCSI Adapter | HP | 24h * 7days | 1 | 5/1/2015 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| 18.002 | A7173A | | HP Dual Channel Ultra320 SCSI Adapter | HP | 24h * 7days | 1 | 5/1/2015 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| 18.003 | BA322AA | | HP OpenVMS i64 FOE Media | HP | 24h * 7days | 1 | 5/1/2015 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| 18.004 | BA453AC | | HP VMS i64 FOE PCL LTU Max2 Proc w/ Sys | HP | 24h * 7days | 2 | 5/1/2015 | | \$ 605 | \$ 953 | \$ 1,000 | \$ 1,050 | \$ 1,103 | | | | | | | | |
| 18.005 | BA412BC | | HP Clusters for VMS i64 License | HP | 24h * 7days | 1 | 11/1/2015 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| 18.006 | BA412BC#221 | | 25M4Core 1-unit PCL LTU | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 71 | \$ 450 | \$ 472 | \$ 496 | \$ 521 | | | | | | | | |
| 18.007 | BA452AC | | HP VMS i64 FOE PCL LTU Max2 Proc w/o Sys | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 38 | \$ 238 | \$ 250 | \$ 263 | \$ 276 | | | | | | | | |
| 18.008 | BA412BC | | HP Clusters for VMS i64 License | HP | 24h * 7days | 1 | 11/1/2015 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | |
| 18.009 | BA412BC#221 | | 25M4Core 1-unit PCL LTU | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 71 | \$ 450 | \$ 472 | \$ 496 | \$ 521 | | | | | | | | |
| 18.010 | BA452AC | | HP VMS i64 FOE PCL LTU Max2 Proc w/o Sys | HP | 24h * 7days | 1 | 11/1/2015 | | \$ 38 | \$ 238 | \$ 250 | \$ 263 | \$ 276 | | | | | | | | |

New HW Total \$ 3,599 \$ 8,150 \$ 8,557 \$ 8,985 \$ 9,434
 (359) (815) (855) (890) (943)
 Total New HW after discount \$ 3,240 \$ 7,335 \$ 7,702 \$ 8,087 \$ 8,491

Total \$28,795 \$35,216 \$36,979 \$38,827 \$40,767
 * The products and costs identified from Period 2 through Period 5 have been provided as an estimate to allow the LACF an opportunity to budget funds.
 The total due shall be reduced or increased based upon the renewal quote provided by HP.

Los Angeles County Fire Department
ITEM B

| Item # | DESCRIPTION | Service Level | Period 1 1/1/15 - 12/31/15 | Period 2 1/1/16 - 12/31/16 | Period 3 1/1/17 - 12/31/17 | Period 4 1/1/18 - 12/31/18 | Period 5 1/1/19 - 12/31/19 |
|--------|---|---------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| 1.00 | NGIT CAD Software | NGIT | \$ 83,257 | \$ 87,420 | \$ 91,791 | \$ 96,381 | \$ 101,200 |
| 2.00 | NFIRS Database Admin | FirsOnScene | \$ 50,450 | \$ 52,973 | \$ 55,622 | \$ 58,403 | \$ 61,323 |
| 3.00 | Oracle V6 Full Use s/w for MicroVAX 3100 | Oracle | \$ 4,632 | \$ 4,864 | \$ 5,107 | \$ 5,362 | \$ 5,630 |
| 4.00 | Oracle V6 Run-time license for VAX 4000-500 | Oracle | \$ 11,396 | \$ 11,966 | \$ 12,564 | \$ 13,192 | \$ 13,852 |
| 5.00 | Trifox Development Software for Oracle V6 | Trifox | \$ 9,845 | \$ 10,337 | \$ 10,854 | \$ 11,397 | \$ 11,967 |
| 6.00 | On-Demand Maintenance | NGIT | (a) | (a) | (a) | (a) | (a) |
| | TOTAL | | \$ 159,580 | \$ 167,560 | \$ 175,938 | \$ 184,735 | \$ 193,972 |

(a) variable based on as-needed hourly service;
funded via annual Contingency Budget

Los Angeles County Fire Department
ITEAM C

| <u>Item #</u> | <u>Model</u> | <u>Serial #</u> | <u>DESCRIPTION</u> | <u>Service Level</u> | <u>Type of Service</u> | <u>Period 1</u> <u>1/1/15 -</u> <u>12/31/15</u> | <u>Period 2</u> <u>1/1/16 -</u> <u>12/31/16</u> | <u>Period 3</u> <u>1/1/17 -</u> <u>12/31/17</u> | <u>Period 4</u> <u>1/1/18 -</u> <u>12/31/18</u> | <u>Period 5</u> <u>1/1/19 -</u> <u>12/31/19</u> |
|--------------------------------------|--------------|-----------------|--------------------------|----------------------|------------------------|---|---|---|---|---|
| MAINTAINED BY | | | | | | | | | | |
| Power Maintenance Corporation | | | | | | | | | | |
| 1 | 7200C | | 30KVA Power Center | PRC | 9 h * 5 days | \$ 3,262 | \$ 3,425 | \$ 3,596 | \$ 3,776 | \$ 3,965 |
| 2 | 7200C | | 39KVA Power Center | PRC | 9 h * 5 days | \$ 3,262 | \$ 3,425 | \$ 3,596 | \$ 3,776 | \$ 3,965 |
| 3 | Pwr Tech | | Best Pwr Tech UPS system | PRC | 9 h * 5 days | \$ 1,123 | \$ 1,180 | \$ 1,239 | \$ 1,300 | \$ 1,366 |
| TOTAL | | | | | | \$ 7,647 | \$ 8,029 | \$ 8,430 | \$ 8,852 | \$ 9,295 |

PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY CY 2015 - 2019

| PROJECTED EXPENDITURES WITH MAXIMUM INCREASES: | Period 1 1/1/2015 12/31/2015 | Period 2 1/1/2016 12/31/2016 | Period 3 1/1/2017 12/31/2017 | Period 4 1/1/2018 12/31/2018 | Period 5 1/1/2019 12/31/2019 | CONTRACT TOTALS |
|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------------|
| SECTION | | | | | | |
| ITEM A EQUIPMENT ON HPVNETEK MAINTENANCE | | | | | | |
| Alpha System Hardware (Commencing 10/1/06) | \$13,758 | \$14,445 | \$15,168 | \$15,927 | \$16,722 | \$76,020 |
| System Software (Commencing 10/1/06) | \$11,427 | \$11,997 | \$12,598 | \$13,227 | \$13,889 | \$63,138 |
| DecServer 732 (Commencing 1/1/09) | \$1,370 | \$1,439 | \$1,511 | \$1,586 | \$1,666 | \$7,572 |
| New Integrity Hardware (commencing 5/1/15) | \$3,240 | \$7,335 | \$7,702 | \$8,087 | \$8,491 | \$34,855 |
| TOTAL ITEM A Maintenance | \$29,795 | \$35,216 | \$36,979 | \$38,827 | \$40,768 | \$181,585 |
| ITEM B SOFTWARE ON PSI MAINTENANCE | | | | | | |
| CAD/Oracle/Trifox Software (No RMS) | \$109,130 | \$114,587 | \$120,316 | \$126,332 | \$132,648 | \$603,013 |
| NFIRS Database Administration Services | \$50,450 | \$52,973 | \$55,622 | \$58,403 | \$61,324 | \$278,772 |
| TOTAL ITEM B Maintenance | \$159,580 | \$167,560 | \$175,938 | \$184,735 | \$193,972 | \$881,785 |
| ITEM C POWER DISTRIBUTION ON MAINTENANCE | | | | | | |
| Power Distribution System | \$7,647 | \$8,029 | \$8,430 | \$8,852 | \$9,295 | \$42,253 |
| PROJECTED EXPENDITURES | \$197,022 | \$210,805 | \$221,347 | \$232,414 | \$244,035 | \$1,105,623 |
| CONTINGENCY BUDGET | | | | | | |
| Unanticipated/On-demand Maintenance | | | | | | |
| MAXIMUM ANNUAL EXPENDITURE: | | | | | | |
| TOTAL | \$197,022 | \$210,805 | \$221,347 | \$232,414 | \$244,035 | \$1,105,623 |